

CONTRACT



www.nbcwashington.com

And:

MUNDY KATOWITZ MEDIA
1322 G STREET SE
WASHINGTON, DC 20003

Contract / Revision		Alt Order #
343251 /		WOC10036066
Product		
Issue		
<u>Contract Dates</u>	<u>Estimate #</u>	
10/23/12 - 10/29/12	1789	
<u>Advertiser</u>		<u>Original Date / Revision</u>
PRIORITIES USA ACTION		10/22/12 / 10/23/12
<u>Billing Cycle</u>	<u>Billing Calendar</u>	<u>Cash/Trade</u>
EOM/EOC	Broadcast	Cash
<u>Station</u>	<u>Account Executive</u>	<u>Sales Office</u>
WRC	Kaitie Conway	Washington DC
<u>Special Handling</u>		
<u>Demographic</u>		
RA35+		
<u>IDB#</u>	<u>Advertiser Code</u>	<u>Product Code</u>
	321	340
<u>Agency Ref</u>	<u>Advertiser Ref</u>	
03092	25166	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	WRC	10/23/12	10/29/12	5-6A NEWS4 @5AM	5A-6A			1:00		NM	3	\$10,800.00
All spots on this order immediately preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week: 10/23/12 10/29/12 1- 11--- 3 \$3,600.00												
N 2	WRC	10/23/12	10/26/12	6-7A NEWS4 @ 6AM	6A-7A			1:00		NM	2	\$16,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week: 10/22/12 10/28/12 -- 1- 1-- 2 \$8,400.00												
N 3	WRC	10/23/12	10/25/12	7-9A TODAY SHOW	7A-9A			1:00		NM	2	\$16,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week: 10/22/12 10/28/12 - 1- 1--- 2 \$8,400.00												
N 4	WRC	10/23/12	10/29/12	9-10A TODAY SHOW 2	9A-10A			1:00		NM	1	\$4,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week: 10/23/12 10/29/12 11- 1-- 3 \$4,800.00												
		<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>	<u>Rate</u>	<u>Type</u>		
1 WRC 10/23/12-10/29/12 9-10A TODAY SHOW 2 9A-10A MTu---F---- 1:00 \$4,800.00 NM												
See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8 NA-NOT AVAILABLE												
2 WRC 10/23/12-10/29/12 9-10A TODAY SHOW 2 9A-10A MTu---F---- 1:00 \$4,800.00 NM												
See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8 NA-NOT AVAILABLE												
N 5	WRC	10/23/12	10/29/12	10-11A TODAY SHOW 3	10A-11A			1:00		NM	3	\$10,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week: 10/23/12 10/29/12 11- 1--- 3 \$3,600.00												
N 6	WRC	10/23/12	10/29/12	11A-12P MIDDAY NEWS	11A-12P			1:00		NM	3	\$7,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week: 10/23/12 10/29/12 11- 1--- 3 \$2,400.00												
N 7	WRC	10/23/12	10/25/12	Ellen	3P-4P			1:00		NM	2	\$6,000.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBC CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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Contract / Revision	Alt Order #
343251 /	WOC10036066

Contract Dates	Product	Estimate #
10/23/12 - 10/29/12	Issue	1789

Advertiser	Original Date / Revision
PRIORITIES USA ACTION	10/22/12 / 10/23/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	- 1 - 1 --				2	\$3,000.00			
N 8	WRC	10/23/12	10/26/12	4-5P NEWS4 @ 4PM	4P-5P		1:00			NM	3	\$9,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	- 1 - 11 --				3	\$3,000.00			
N 9	WRC	10/23/12	10/29/12	5-6P NEWS 4 @ 5PM	5P-6P		1:00			NM	3	\$15,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/23/12	10/29/12	1 - 1 - 1 --				3	\$5,000.00			
N 10	WRC	10/23/12	10/26/12	6-7P NEWS4 @ 6PM	6P-7P		1:00			NM	3	\$19,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	- 1 - 11 --				3	\$6,400.00			
N 11	WRC	10/23/12	10/26/12	1135-1237A TONIGHT SHOW	1135P-1237A		1:00			NM	1	\$4,400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-- 1 - 1 --				2	\$4,400.00			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
1	WRC	10/22/12-10/28/12		1135-1237A TONIGHT SHOW	1135P-1237A	-- W - F - - -	1:00		\$4,400.00	NM		
See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8												
NA-NOT AVAILABLE												
N 12	WRC	10/23/12	10/26/12	1237-137a Fallon	1237-137a		1:00			NM	2	\$3,600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	- 1 - 1 --				2	\$1,800.00			
N 13	WRC	10/23/12	10/27/12	Hispanic Today	5-530a		1:00			NM	1	\$600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$600.00			
N 14	WRC	10/23/12	10/27/12	Redskins Chronicle Sa 530	530-6a		1:00			NM	1	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$1,200.00			
N 15	WRC	10/23/12	10/27/12	News 4 Sat 6am 6-7a	6A-7A		1:00			NM	1	\$3,600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$3,600.00			
N 16	WRC	10/23/12	10/27/12	Saturday Today 7-9a	7A-9A		1:00			NM	1	\$6,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$6,000.00			
N 17	WRC	10/23/12	10/27/12	News 4 Sat 9-1030a	9-1030a		1:00			NM	1	\$5,400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$5,400.00			
N 18	WRC	10/23/12	10/27/12	6-630P NEWS4 @ 6P SA	6-630P		1:00			NM	1	\$4,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$4,000.00			
N 19	WRC	10/23/12	10/27/12	1-130a LXTV First Look	1-130a		1:00			NM	1	\$800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$800.00			
N 20	WRC	10/23/12	10/27/12	Redskins Late Night	135-205a		1:00			NM	1	\$1,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	----- 1 -				1	\$1,000.00			

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Contract / Revision	Alt Order #
343251 /	WOC10036066

Contract Dates	Product	Estimate #
10/23/12 - 10/29/12	Issue	1789

Advertiser	Original Date / Revision
PRIORITIES USA ACTION	10/22/12 / 10/23/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1-				1	\$1,000.00			
N 21	WRC	10/23/12	10/28/12	News 4 This Week	530-6a		1:00			NM	1	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1				1	\$1,200.00			
N 22	WRC	10/23/12	10/28/12	News Sun 6-7a	6-7a		1:00			NM	1	\$3,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1				1	\$3,800.00			
N 23	WRC	10/23/12	10/28/12	News Sun 7-8a	7-8a		1:00			NM	1	\$3,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1				1	\$3,800.00			
N 24	WRC	10/23/12	10/28/12	Sunday Today 8-9a	8-9A		1:00			NM	7	\$39,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1				1	\$10,000.00			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
1	WRC	10/22/12-10/28/12	Sunday Today 8-9a		8-9A	-----St	1:00		\$10,000.00	NM		
				See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8								
				NA-NOT AVAILABLE								
2	WRC	10/24/12-10/26/12	7-9A TODAY SHOW		7A-9A	---WThF---	1:00		\$8,400.00	NM		
(M)	MG for 11.1,4.1,4.2,27.1,24.1											
3	WRC	10/24/12-10/26/12	7-9A TODAY SHOW		7A-9A	---WThF---	1:00		\$8,400.00	NM		
(M)	MG for 11.1,4.1,4.2,27.1,24.1											
4	WRC	10/24/12-10/26/12	7-9A TODAY SHOW		7A-9A	---WThF---	1:00		\$8,400.00	NM		
(M)	MG for 11.1,4.1,4.2,27.1,24.1											
5	WRC	10/24/12-10/29/12	4-5P NEWS4 @ 4PM		4P-5P	M-WThF----	1:00		\$3,000.00	NM		
(M)	MG for 11.1,4.1,4.2,27.1,24.1											
6	WRC	10/24/12-10/29/12	5-6P NEWS 4 @ 5PM		5P-6P	M-WThF----	1:00		\$5,000.00	NM		
(M)	MG for 11.1,4.1,4.2,27.1,24.1											
7	WRC	10/24/12-10/29/12	5-6P NEWS 4 @ 5PM		5P-6P	M-WThF----	1:00		\$5,000.00	NM		
(M)	MG for 11.1,4.1,4.2,27.1,24.1											
8	WRC	10/24/12-10/29/12	News 4 @ 4:30a		430-5a	M-WTh---St	1:00		\$800.00	NM		
(M)	MG for 11.1,4.1,4.2,27.1,24.1											
N 25	WRC	10/23/12	10/28/12	News 4 Sun 9-10a	9-10A		1:00			NM	1	\$5,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1				1	\$5,000.00			
N 26	WRC	10/23/12	10/28/12	6-630P NEWS4 @ 6P SU W16-630P			1:00			NM	1	\$4,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1				1	\$4,000.00			
N 27	WRC	10/23/12	10/28/12	630-7P NBC SU NIGHTLYNE630-7P			1:00			NM	0	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----1				1	\$15,000.00			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
1	WRC	10/22/12-10/28/12	630-7P NBC SU NIGHTLYNE630-7P			-----St	1:00		\$15,000.00	NM		
				See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8								
				NA-NOT AVAILABLE								

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343251 /	WOC10036066	
Contract Dates	Product	Estimate #
10/23/12 - 10/29/12	Issue	1789
Advertiser		Original Date / Revision
PRIORITIES USA ACTION		10/22/12 / 10/23/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 28	WRC	10/23/12	10/28/12	Access H	1235-135a			1:00		NM	1	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>					<u>Rate</u>			
		Week: 10/22/12	10/28/12	-----1					\$1,200.00			
N 29	WRC	10/23/12	10/29/12	News 4 @ 4:30a	430-5a			1:00		NM	5	\$4,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>					<u>Rate</u>			
		Week: 10/23/12	10/29/12	1111--1					\$900.00			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
	4	WRC	10/23/12-10/29/12	News 4 @ 4:30a	430-5a	MTuWTh--St	1:00		\$900.00	NM		
				See MG 29.6								
				DNA-SEVERE WX COVERAGE								
6	WRC	10/23/12-10/29/12		Sign-On/Sign-Off	5A-6A	MTuWThFSaSt	1:00		\$900.00	NM		
				(M) MG for 29.4 10/28								
Totals											54	\$209,500.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 - 10/28/12	46	\$185,300.00	\$157,505.00
10/29/12 - 10/29/12	8	\$24,200.00	\$20,570.00
Totals	54	\$209,500.00	\$178,075.00

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBC CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.